

Creston

Teamsters #238 (Water Works)

7/1/2006 6/30/2009

CRESTON / TEAMSTERS #238 (WATER WORKS) 06-09

NEGOTIATED AGREEMENT

BETWEEN

TEAMSTERS LOCAL #238

AND

CRESTON WATER BOARD

JULY 1, 2006 - JUNE 30, 2009

TABLE OF CONTENTS

<i>Article</i>		<i><u>Page</u></i>
I	Recognition	1
II	Management Rights	2
III	Union Rights	3
IV	No Strike - No Lockout.....	4
V	Hours of Work	5
VI	Probationary Period.....	6
VII	Dues Check-Off	7
VIII	Grievance Procedure	8
IX	Leaves of Absence	11
X	Seniority	13
XI	Layoff and Recall	14
XII	Insurance	15
XIII	Pay Period	17
XIV	Wages and Salaries	18
XV	Holidays	19
XVI	Vacations.....	20
XVII	Compliance Clause and Duration	21

ARTICLE I

RECOGNITION

This Agreement is entered into between the Water Board of Creston, Iowa, hereinafter referred to as "Water Board" by the Teamsters Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

Pursuant to, and in accordance with, all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's Certification of said Union, the City does hereby recognize the Union during the term of this Agreement for all employees of the Water Board included in the "Bargaining Unit".

ARTICLE II

MANAGEMENT RIGHTS

Except as prohibited by law or specifically modified by this Agreement, the Water Board shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal management, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitations, that such customary powers and authority include all those as listed in Section 7 of the Act - Public Employer Rights.

ARTICLE III

UNION RIGHTS

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Water Board, however, nothing contained in this Section shall be construed so as to require the employer to violate any applicable law.

Authorized representatives of the Union shall be permitted to visit its members but must first notify the employee's supervisor. There shall be no interference or disruption of the job, duties and assignments of the employees during a Union representative visitation. The supervisor shall solely determine whether an interference has occurred under this paragraph.

ARTICLE IV

NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its officers or agents, nor any of the employees covered by this Agreement shall violate Sections 10 or 12 of the Iowa Public Employment Relations Act.

ARTICLE V

HOURS OF WORK

- A. The work schedule for treatment employees shall be a twenty-eight day, eight (8) hour rotation schedule. Distribution and clerical employees work schedule shall be five (5) eight (8) hour days, forty (40) hours per week.
- B. Inasmuch as the Water Board must regularly operate seven (7) days per week, some employees may be required to work on any days of the week. Specific work schedules, including days and hours of work will be issued by the Manager or his/her designated assistant and shall be posted in appropriate places in the Water Department. Work schedules shall be posted fourteen (14) calendar days, whenever possible, prior to the effective date of the work schedule.

ARTICLE VI

PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

- (1) The probationary period for Water Department personnel shall be six (6) months. On promotional appointments, the probationary period for Water Board personnel shall be six (6) months.
- (2) Probationary employees may be separated for any cause by the Water Board during the probationary period without appeal. The Water Board may discharge any such probationary employee without notice to the Union.
- (3) If action is not taken by the appointing authority to report to the probationary employee, that he/she is not qualified for permanent status before the close of business on the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired permanent status.
- (4) Permanent employee who vacates his/her position to accept a probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position.

Except for promotional appointments, no probationary employee shall be entitled to any fringe benefits under the terms of this Agreement.

ARTICLE VII

DUES CHECK-OFF

Upon receipt of a lawfully executed written authorization from an employee, which may be worked at any time by giving thirty (30) days written notice, the Water Board agrees to deduct the regular monthly Union dues and initiation fees of such employee from his/her pay and remit such deductions to the Union.

The deductions shall be certified to the Water Board by the Treasurer of the Union on the appropriate forms, signed by the employees, and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the Water Board harmless against any and all claims, suits, orders or judgments brought or issued against the Water Board as a result of any action taken or not taken by the Water Board under the provisions of this Section.

Dues deduction forms will be supplied by the Union.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section A. Definition.

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section B. Purpose and Procedure.

The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The Water Board shall solely determine whether an interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's work day.

All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.

If any employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the Water Board shall not be required to process the same claim or set of facts through the grievance procedure.

All meetings and hearings, under this procedure shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.

At all steps of a grievance the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance. In the event of a discharge the grievance procedure will begin at the Third Step.

First Step

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her immediate supervisor. If requested by the allegedly aggrieved employee, the recognized union representative may be present in this informal discussion.

Second Step

If a grievance is not resolve informally at the first step, the aggrieved employee shall file the grievance in writing with the Dept. Supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.

Within seven (7) calendar days after the Dept. Supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative.

The Dept. Supervisor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the Dept. Supervisor and the aggrieved.

Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he/she so desires, may file an appeal of the Dept. Supervisor's answer within seven (7) calendar days of the said written decision with the Water Board Manager and/or representative. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Water Board Manager shall meet in an attempt to resolve the grievance. The Water Board Manager and/or representative shall file an answer within seven (7) calendar working days of the third step grievance meeting and communicate it in writing to the employee, the Department Supervisor, and the representative of the employee.

Fourth Step

If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

The grievant or his/her representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall

determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative(s).

ARTICLE IX
LEAVES OF ABSENCE

Section A. Sick Leave

All permanent full-time employees shall be eligible for paid sick leave.

Accrual and Usage

- (1) Sick leave shall be accrued for all permanent full-time employees at the rate of one and one-half (1 1/2) days for each month of service up to one hundred twenty (120) days.
- (2) All sick leave benefits shall terminate and/or be forfeited upon termination of employment.
- (3) Requests for sick leave should normally be made before an employee is regularly scheduled to report for work.
- (4) Sick leave shall be chargeable only when used on regularly scheduled work days and not to be used to extend vacations or holidays.
- (5) In individual cases, if there is reason to believe the employee may be abusing the sick leave privilege, the employer shall first be advised by and interviewed of the reason for sick leave. If the employee's leave pattern continues, a medical certificate will be required for all absences of sick leave and the employee will be advised in writing that all future requests for sick leave shall be cause for disciplinary action up to and including dismissal.
- (6) Pregnancy shall be treated the same as any other physical incapacity and employees shall be allowed to use accumulated sick leave during pregnancy and subsequent confinement.

Section B. Funeral Leave

- (1) All permanent employees will be allowed time off with pay to attend funerals on the following schedule:
 - a. Three (3) days per occurrence for arrangement and attending funeral of wife, husband, child, step-child, mother, father, brother, or sister.
 - b. Two (2) days per occurrence for funeral of grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

- c. One-half (1/2) day per occurrence for funeral as a pallbearer.
- (2) An employee who gives the Water Board a false reason to obtain any leave of absence will be subject to discharge.

Section C. Jury Duty

Any employee called for Jury Duty or for a court appearance under subpoena shall be provided such time without loss of pay. Any fees or reimbursement the employee receives during such leave shall be turned over to the Creston Water Board.

When an employee is excused from Jury Duty, either temporarily or permanently, on any working day, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her working days if required.

Section D. Family Medical Leave

Employees of the Water Board are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993 and the regulations implementing the act.

ARTICLE X

SENIORITY

Seniority is determined by the length of continuous unbroken service as a permanent full-time employee of the Water Board. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the Water Board, or as otherwise authorized by the Water Board) shall be deducted from the employee's time of seniority.

An employee shall forfeit his/her seniority rights when he/she resigns, is dismissed, or retires and is not reinstated.

ARTICLE XI
LAYOFF AND RECALL

Order of Layoff

Whenever the Water Board determines the number of employees of a specific class to be laid off, the order of layoff shall be as follows:

- (1) Temporary Appointees
- (2) Probationary Employees
- (3) Permanent Employees

Employees laid off shall be eligible to be rehired on the basis of their qualifications and their ability to perform the work as determined by the Water Board. When an employee is notified to return to work, arrangements to do so must be made by the employee within five (5) working days of said notification or the employee will be automatically removed from the recall list.

ARTICLE XII

INSURANCE

- A. For the 2006-2007 Contract Year, the employee will pay up to a maximum amount of twenty-five dollars (\$25.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of forty dollars (\$40.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) three hundred/five hundred dollar (\$300/\$500) deductible annually. The city will provide a Drug Card with ten dollar (\$10.00) co-pay for generic brand and a fifteen dollar (\$15.00) co-pay for name brand.

For the 2007-2008 Contract Year, the employee will pay up to a maximum amount of thirty dollars (\$30.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of fifty-five dollars (\$55.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) three hundred and fifty/seven hundred dollar (\$350/\$700) deductible annually. The city will provide a Drug Card with a fifteen dollar (\$15.00) co-pay for generic brand and a twenty dollar (\$20.00) co-pay for name brand.

For the 2008-2009 Contract Year, the employee will pay up to a maximum amount of forty dollars (\$40.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of seventy (\$70.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) four hundred fifty/eight hundred dollar (\$400/\$800) deductible annually. The city will provide a Drug Card with a twenty dollar (\$20.00) co-pay for generic brand and a twenty-five dollar (\$25.00) co-pay for name brand.

- B. The employer shall provide life insurance in the amount of twenty thousand dollars (\$20,000.00) for all employees who are members of the bargaining unit. The employee may have the option to purchase additional life insurance in lots of ten thousand dollars (\$10,000.00) at the employee's cost if the insurance is available through the carrier and the employee is eligible as determined by the carrier.
- C. The employer shall make available to the employee at the employee's cost, a dental insurance plan. The dental insurance plan shall be compatible with the present health insurance plan offered by the employer.
- D. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

E. The City shall have the right to procure the insurance referred to in this Article from any reputable insurance company, with comparable coverage.

ARTICLE XIII

PAY PERIOD

Permanent full-time employees who are members of the bargaining unit shall be paid on Monday on an alternate week basis.

ARTICLE XIV

WAGES AND SALARIES

A. <u>Wages</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
	1 st Yr.	2 nd Yr	3 rd Yr
(1) Treatment operators	\$15.12	\$15.65	\$16.20
(2) Distribution	\$15.12	\$15.65	\$16.20
(3) Clerical (per hour)	\$9.13 – 12.40	\$9.43 – 12.80	\$9.71 - \$13.19

B. Longevity Pay

Fifty dollars (\$50.00) per year for each year of continuous employment with the Creston Water Board to a maximum of twenty (20) years. Credit will be granted for past experience in similar lines of work, on an individual basis.

C. Additional Pay

Each employee, after successfully passing the examination and being awarded a distribution or plant operation certificate, will receive an additional fifty dollars (\$50.00) in 2006-07, fifty-five dollars (\$55.00) in 2007-08, and sixty dollars (\$60.00) in 2008-09, a month increase in wages, for each grade awarded.

D. Overtime

Overtime shall be paid at time and one-half in accordance with the applicable provisions of the Fair Labor Standards Act.

Overtime authorized by the Manager or designee shall be paid under this Agreement.

E. Call-in Time

Employees shall be paid a minimum of one (1) hour per each occurrence at 1 1/2 times the normal pay rate for all times the employee is called to the water plant on an emergency basis, or to an incident on an emergency basis, at the request of the Manager or designee when said employee is not regularly on duty.

Call-in time does not mean that time which the employees are called to the Water Board for meetings, schools, conferences, extra work not on an emergency basis, and investigation not on an emergency basis.

Any abuse of the call-in time may subject the employee to disciplinary procedures.

ARTICLE XV

HOLIDAYS

- A. All employees shall have the following paid holidays: New Year's Day, Washington's Birth day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, and Christmas Day, and one (1) Floating Holiday.
- B. If any permanent full-time employee is required to work on any of the paid holidays, the employee shall be paid at a rate of 1 1/2 the normal rate of pay for each holiday worked, including the eight (8) hours regular holiday pay.

ARTICLE XVI

VACATIONS

- A. Vacation shall be allowed employees who are members of the bargaining unit according to the following schedule:

<i>One Year</i>	-	<i>One (1) week</i>
<i>Two Years</i>	-	<i>Two (2) weeks</i>
<i>Ten Years</i>	-	<i>Three (3) weeks</i>
<i>Fifteen Years</i>	-	<i>Four (4) weeks</i>
<i>Over Twenty Years</i>	-	<i>Five (5) weeks</i>

- B. Vacation shall be taken by the employee in the year following the year in which the vacation is earned. Vacation not taken will not be accumulated nor will the employee be paid for accumulated vacation not taken in the year following the year in which the vacation is earned will be lost to the employee except when required by management. Vacation may be taken in the year earned only with the permission of the Water Board.
- C. For purpose of this contract, a week of vacation shall mean a five (5) day work week.

ARTICLE XVII

COMPLIANCE CLAUSE AND DURATION

A. Separability

Should any article, section, or clause of the Agreement be declared illegal by a court or competent jurisdiction, then that Article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, sections and clauses shall remain in full force and effect.

B. Procedures for Negotiation

- (1) Successor Agreement - Either party may give written notice to the other party to negotiate a Successor Agreement not less than one hundred fifty (150) days prior to the District's budget certificate date, as established by the Code of Iowa, or September 15th, whichever is later.

Upon receipt of the notice, the Negotiation Team representing the Water Board and the Negotiation Team representing the Union shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

- (2) Automatic Renewal of Agreement - If neither party notifies the other of its intent to negotiate a Successor Agreement by the date stated in (1) above, the current Agreement shall automatically continue in force and to be in effect for equivalent periods as shown in Section C.

C. Duration Period

- (1) This Agreement shall become effective as of July 1, 2006, and shall be in full force and effect through June 30, 2009.

- (2) This Agreement is executed and agreed this _____ day of _____, 2006.

**CRESTON UTILITIES, WATER
DEPARTMENT
CRESTON, IOWA**

**TEAMSTERS LOCAL UNION NO.
147 CRESTON, IOWA**

By _____
Water Board President

By _____
Business Representative

By _____
Water Board Negotiator

By _____
Union Negotiation Team Member